



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

October 30, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: APPROVE THE
CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER COOPERATIVE
AGREEMENT NO. 47717 WITH THE LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT FOR THE
BIG TUJUNGA-SAN FERNANDO BASIN GROUNDWATER ENHANCEMENT
PROJECT AND APPROVE THE APPROPRIATION ADJUSTMENT
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Approve the cooperative agreement with the City of Los Angeles Department of Water and Power for the project and authorize the Director of Public Works in his capacity as Chief Engineer of the Los Angeles County Flood Control District or his designee to conduct business with the City of Los Angeles Department of Water and Power on all matters related to the cooperative agreement including executing the agreement. The agreement provides for City of Los Angeles Department of Water and Power to pay the Los Angeles County Flood Control District \$9,000,000 for the construction of the Big Tujunga Dam Seismic Rehabilitation and Spillway Modification Project.
2. Approve the appropriation adjustment to increase the Flood Control District Fund, Services and Supplies appropriation in the Fiscal Year 2007-08 Flood Control District Budget by \$3,000,000. This reflects the City of Los Angeles Department of Water and Power's first of three annual installment payments to the Los Angeles County Flood Control District beginning in Fiscal Year 2007-08.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for the delegation of responsibilities and the cooperative financing of the project. Accepting \$9,000,000 from the City of Los Angeles Department of Water and Power (DWP) will offset a portion of the construction cost of the Big Tujunga Dam Seismic Rehabilitation and Spillway Modification Project previously approved by your Board for construction. The City funds will be paid in three installments.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Fiscal Responsibility (Goal 4) by utilizing, in part, external funding for rehabilitating Big Tujunga Dam; and Community Services (Goal 6) by providing residents of the County with increased flood protection and a sustainable water supply, which will improve quality of life.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The project construction budget is approximately \$100,000,000 including \$88,533,680 for the construction contract and approximately \$11,000,000 for contingency, engineering support, project management, and inspection and will be paid over four fiscal years. DWP's share of \$9,000,000 will be paid in three annual installments of \$3,000,000 each with the first installment invoiced by the Department of Public Works (Public Works) in December 2007 and payable in January 2008. Subsequent installments are payable in January 2009 and January 2010.

The attached appropriation adjustment (Attachment A) appropriates \$3,000,000 to Fiscal Year 2007-08 Flood Control District Fund Budget to account for DWP's first installment payment. DWP's second and third year installment payments will be included in the Flood Control District's 2008-09 and 2009-10 Fiscal Year Flood Fund Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 26, 2007, your Board approved a construction contract with Shimmick Construction Company for the project in the amount of \$88,533,680. The dam rehabilitation is one component of the Big Tujunga-San Fernando Basin Groundwater Enhancement Project, which also includes operation of the dam to increase recharge to the San Fernando groundwater basin and to supplement stream flow to benefit the

The Honorable Board of Supervisors
October 30, 2007
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Santa Ana Sucker, a Federally listed (threatened) species. The City of Los Angeles possesses the right to the surface waters of Tujunga Wash and the native groundwater of the San Fernando Basin. The attached cooperative agreement (Attachment B) provides for the Flood Control District to administer the construction of the project and DWP to fund \$9,000,000 of the project cost in three annual installments of \$3,000,000 each. The Flood Control District and DWP will cooperate in developing dam operating guidelines to balance the needs of flood control, water conservation, and environmental enhancement.

ENVIRONMENTAL DOCUMENTATION

On January 31, 2006, Agenda No. 40, your Board approved the Mitigated Negative Declaration and Mitigation Monitoring Program prepared for the project.

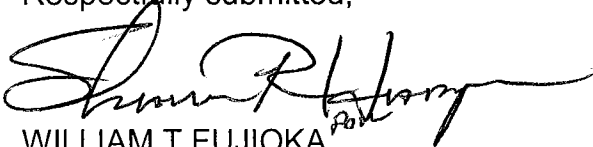
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Entering into the cooperative agreement to partially fund project construction will result in an improved Public Works infrastructure that will increase flood protection and enhance sustainability of local water supply.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

DEJ:DLW
RHK:vt

Attachments (2)

c: County Counsel
Department of Public Works

BA-FORM

COUNTY OF LOS ANGELES

DEPT'S.

REQUEST FOR APPROPRIATION ADJUSTMENT

NO. 690

DEPARTMENT OF PUBLIC WORKSSeptember 27, 2007

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2007-08**4-VOTE BUDGET ADJUSTMENT**SOURCES

Department of Public Works
Flood Control District Fund
Other Governmental Agency

B07 - PW - 47000 - 9021

3,000,000

Increase Revenue

USES

Department of Public Works
Flood Control District Fund
Services and Supplies

B07 - PW - 47000 - 2000

3,000,000

Increase Services and Supplies

3,000,0003,000,000JUSTIFICATION

This adjustment is necessary to reflect additional funding of \$3,000,000 from the City of Los Angeles Department of Water and Power for the construction of the Big Tujunga Dam Seismic Rehabilitation and Spillway Modification project as per attached Board Letter.

(Control No. 08-01)


DONALD L. WOLFE, Director

CHIEF ADMINISTRATIVE OFFICER'S REPORT

 REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR---

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

10-01-07


CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

BY

 APPROVED (AS REVISED):
BOARD OF SUPERVISORS

NO.

034

10-1-2007

BY

DEPUTY COUNTY CLERK

COOPERATIVE AGREEMENT NO. 47717
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR THE
BIG TUJUNGA – SAN FERNANDO BASIN GROUNDWATER ENHANCEMENT
PROJECT

Prepared by:
The Los Angeles Department of Water and Power
Water Resources Division
and
The Los Angeles County Flood Control District

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COOPERATIVE AGREEMENT NO. 47717

BETWEEN

THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER

AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

FOR THE

BIG TUJUNGA – SAN FERNANDO BASIN GROUNDWATER ENHANCEMENT
PROJECT

This Cooperative Agreement No. 47717 (hereinafter referred to as Agreement) is by and between the Los Angeles County Flood Control District (hereinafter referred to as the District), and the Los Angeles Department of Water and Power (hereinafter referred to as LADWP).

RECITALS

WHEREAS, the District is a special district organized and operating under the provisions of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to the Los Angeles County Flood Control Act, the District owns and manages flood control and water conservation facilities in Los Angeles County, and said efforts result in the capture of storm flows used to replenish groundwater basins in Los Angeles County, including the San Fernando Groundwater Basin; and

WHEREAS, the District operates the Big Tujunga Dam under a United States Forest Service Special Use Permit in the Upper Big Tujunga Wash Watershed as shown on Exhibit A; and

WHEREAS, at present, the Big Tujunga Dam does not meet the State of California's Division of Safety of Dams standards for seismic and spillway capacity, and as such the State has restricted the Big Tujunga Dam's maximum long-term storage elevation to 2,213 feet (approximately 25 percent of its original capacity of approximately 6,000 acre-feet); and

WHEREAS, the Big Tujunga Wash is the largest sub-watershed contributing water for recharge in the San Fernando Groundwater Basin; and

WHEREAS, reduced storage capacity at Big Tujunga Dam limits the District's ability to maximize the potential for spreading stormwater at the Hansen and Tujunga Spreading Grounds for groundwater recharge; and

WHEREAS, the District is preparing to move forward with the Big Tujunga-San Fernando Basin Groundwater Enhancement Project (hereinafter referred to as Project) to retrofit Big Tujunga Dam to meet the State's seismic and spillway requirements and increase Big Tujunga Dam's permissible reservoir storage elevation to 2,290 ft, which correlates to a storage capacity of approximately 6,000 acre-feet based on the dam's original storage table; and

WHEREAS, the District currently estimates that the Project will cost approximately \$100 million and require 36 months to complete; and

WHEREAS, the Project involves the placement of new concrete on the downstream face of the existing arch dam and improving the outlet valves and controls; and

WHEREAS, the Project will result in flood protection, water conservation, and environmental benefits; and

WHEREAS, the City of Los Angeles (hereinafter referred to as City) possesses the right to the surface waters of the Los Angeles River, its tributaries, and the native groundwater of the San Fernando Basin in accordance with the Judgment by the California Superior Court in Case 650079, *City of Los Angeles vs. City of San Fernando, et. al.*, dated January 26, 1979; and

WHEREAS, LADWP is committed to pursuing opportunities to maximize groundwater recharge to sustain and enhance the long-term reliability of the City groundwater supply in the San Fernando Groundwater Basin; and

WHEREAS, it is estimated that improvements at the Big Tujunga Dam will enable conservation of an average of 4,500 additional acre-feet per year of additional stormwater for groundwater recharge into the San Fernando Groundwater Basin to improve the reliability of the City's local water supply.

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to LADWP and the District hereto in carrying out the terms and conditions of the Agreement, it is understood and agreed by and between LADWP and the District as follows:

ARTICLE 1 - DEFINITIONS

The following words and phrases that are used herein shall each have the meaning set forth opposite the same:

City: The City of Los Angeles

District: The Los Angeles County Flood Control District

LADWP: The City of Los Angeles Department of Water and Power

Agreement: This Cooperative Agreement No. 47717

Parties: LADWP and the District

Project: Big Tujunga – San Fernando Basin Groundwater Enhancement Project

Fiscal Year: July 1 – June 30

Quarter: The periods from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31

ARTICLE 2 - PROJECT BACKGROUND

The District operates the Big Tujunga Dam which was built in 1931 for flood control and water conservation. Because the 76-year-old structure does not meet current seismic and spillway capacity standards, the State of California's Department of Water Resources Division of Safety of Dams has restricted the dam's maximum long-term storage elevation to 2,213 feet (effectively reducing the reservoir's capacity by approximately 75 percent, from the original approximately 6,000 acre-feet down to approximately 1,500 acre-feet). The District plans to retrofit the dam to meet the State's standards allowing the reservoir to be used to its historic maximum storage elevation. This increase in storage elevation will result in increased capacity for improved flood protection and water conservation as well as provide for environmental enhancement opportunities.

The Project includes: 1) the placement of new concrete on the downstream face of the existing arch dam to create a thick-arch dam; and 2) the installation of new outlet valves and operating system for improved flow management. The Project is located upstream of the Hansen Dam and the Hansen Dam Recreation Area in the Tujunga Wash with the existing dam spillway at elevation 2,290 feet above mean sea level. The Project is outside the City limits; however, the City is the primary beneficiary of the increased recharge in the San Fernando Groundwater Basin. On June 26, 2007, the Los Angeles County Board of Supervisors awarded a construction contract with Shimmick Construction Company to construct the Project. The District issued the Notice to Proceed on August 17, 2007. Following a 90-day move-in period, construction is expected to take 36 months and the dam is expected to be in full operation by November 2010.

The increased storage capacity will allow the District to capture additional waters of the Tujunga Wash behind the Big Tujunga Dam for flood protection, water conservation, and environmental purposes. The Tujunga Wash is the largest tributary recharging the San Fernando Groundwater Basin. Following the peak inflow rates during a given storm, the stored water can then be released in a controlled manner for water conservation and environmental benefits. Water released from the Big Tujunga Dam

flows westward along the Tujunga Wash, emerging from the canyon into Hansen Dam. From Hansen Dam, this water is released into the Tujunga Wash Channel from which water is diverted into the Hansen and Tujunga Spreading Grounds for recharge of the San Fernando Groundwater Basin. This Project is conservatively estimated to result in the additional capture and recharge of approximately 4,500 acre-feet per year on average into the San Fernando Groundwater Basin to improve the reliability of the City's local groundwater supply; thereby, reducing the amount of imported water purchased for distribution.

ARTICLE 3 - AGREEMENT OF THE PARTIES

LADWP and the District intend to cooperate in the Project as set forth in this Agreement.

ARTICLE 4 – RESPONSIBILITIES

- 4.1. The District shall be responsible for all aspects of the Project including, but not limited to, administration, management, construction, professional consultant services, quality control, quality assurance, and monitoring progress.
- 4.2. LADWP shall participate in the Project by providing technical assistance in its areas of expertise, including assistance in the development and subsequent revisions of an operation and maintenance plan to balance the needs of flood protection, water conservation, and environmental enhancement benefiting the Santa Ana Sucker post-construction.
- 4.3. Upon request, LADWP shall provide the District with annual reports on the volumes of water extracted from the San Fernando Groundwater Basin
- 4.4. The District shall operate in conformance with the jointly developed and revised operation and maintenance plan described in Article 4.2 above, with the intent that the maximum amount of water shall be conserved for recharge of the San Fernando Groundwater Basin and to meet other applicable goals of the Project.
- 4.5. The provisions of Sections 4.2 and 4.3 shall survive termination of this Agreement unless no payment is made by the City pursuant to this Agreement
- 4.6. The District shall provide quarterly progress reports to LADWP through the completion of the Project that shall include the Project schedule, budget, work completed during the previous quarter, and an estimate of the percent completion. Progress reports shall be submitted to LADWP within one month after the end of each respective quarter.

- 4.7. Within 180 days from completion of the Project, the District will provide to LADWP a copy of the new Certificate of Approval for Big Tujunga Dam issued by the State Department of Water Resources Division of Safety of Dams authorizing water to be impounded to the current spillway elevation of 2,290.0 feet
- 4.8. The contract administrator for LADWP shall be the Director of Water Resources.

ARTICLE 5 - FINANCIAL RESPONSIBILITIES

- 5.1 In addition to performing the work, the District shall be responsible for making payments to any contractor it employs in association with the completion of the Project.
- 5.2 LADWP shall pay the District a total of \$9 million to be used for the construction of the Project. The \$9 million shall be used solely for construction activities performed by the District and its contractors and subcontractors, as stated above, for the construction of the Project inclusive of all contract and construction management, and quality assurance activities by the District and its contractors.
- 5.3 LADWP will provide the \$9 million of funding for the Project as agreed to in this Agreement in three installments of \$3 million each. The District shall invoice LADWP in the amount of \$3 million in December of 2007, 2008, and 2009.
- 5.4 Invoices shall reference the Agreement and state that the funds are to be used for the construction of the Project. Under no circumstances shall the District invoice LADWP until the Board of Supervisors of the District has awarded the construction contract and the District has given the contractor the notice to proceed, and the District has provided a copy of such notice to LADWP.
- 5.5 LADWP will transfer the funds to the District within 90 calendar days upon LADWP's receipt of the invoice.
- 5.6 The District shall refund LADWP within 90 calendar days after the expiration of this Agreement all funding contributions made to the District under this Agreement if for any reason the Project is not constructed as called for by this Agreement, including deliverables under Article 4.7.
- 5.7 The District's estimated cost for the Project is \$100 million, of which LADWP is funding \$9 million with the District being responsible for the remainder from a combination of District funds, and state and federal grants. LADWP shall not be obligated to provide additional funding towards the completion of the Project as called for by this Agreement.

ARTICLE 6 - TERM

This Agreement shall be effective on the later date it is executed by all parties and shall terminate upon the last date of the completion of the construction of the Project, but in no event later than October 1, 2012, unless it is extended at the mutual consent by both Parties. The District shall be responsible for completing the Project construction by the expiration of this Agreement.

ARTICLE 7 - AVAILABILITY OF RECORDS AND AUDITS

The District shall be subject at any time with seven calendar days' prior written notice to audits by LADWP or LADWP's agents, collectively defined as "Authorized Auditors", relating to all billings and to verify compliance with all contract requirements relative to practices, methods, procedures, and documentation. The Authorized Auditors shall have access to all records and data relating to the construction contract and change orders. The audits will be performed using FAR, Part 30 and 31, et seq., generally accepted accounting practices and principles, and City Contractor Cost Guidelines, and any other applicable City, State and Federal government audit standards. The District shall maintain and the Authorized Auditors will have the right to examine and audit all books, records, documents, accounting procedures and practices, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the contract. Any information provided on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The District shall not, however, be required to furnish the Authorized Auditors with commonly available software. If the District is required to submit cost or pricing data in connection with the contract and/or the Contract Amendment, the Authorized Auditors will have the right to examine all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. The Authorized Auditors will also have the right to reproduce, photocopy, download, transcribe, and the like any such records. The District shall make said evidence or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc., or other authentic reproductions thereof available to the Authorized Auditors at the District's offices at all reasonable times and without charge. The District shall keep and preserve all such records for a period of not less than three years from and after Final Payment or, if the contract is terminated in whole or in part, until three years after final contract closeout.

ARTICLE 8 - AMENDMENTS

Following the execution of the Agreement, either Party may request a modification to this Agreement which the requesting Party believes is necessary due to unforeseen changed circumstances. No modification or amendment of this Agreement shall be valid unless said modification or amendment is in writing and is executed by both Parties to this Agreement.

ARTICLE 9 - ASSIGNMENTS

Neither Party to this Agreement shall either voluntarily or by operation of law, assign or transfer its right, nor delegate its duties to any third party without first obtaining the written consent of the other Party to this Agreement. Such consent shall not be unreasonably withheld. No assignment hereto shall operate to discharge a Party to this Agreement of any duty or obligation hereunder without the written consent of the other Party.

ARTICLE 10 – INDEMNIFICATION

The District, on behalf of itself and any and all of its contracted design engineering/geotechnical firms/construction contractors, agrees to indemnify, defend, and hold harmless LADWP and the City, and any of its officers and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation attorney fees and costs of litigation involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of (i) a breach of the District's obligations under this Agreement, or (ii) any act or omission or willful misconduct of the District or its officers, agents, employees, design engineering/geotechnical firms/construction contractors, or any of their contractors or sub-contractors, in any way relating to the District's performance or non-performance of any obligation of the District under this Agreement. This indemnification shall apply except in the event that the initial claims or demands allege that LADWP was solely negligent or engaged in willful misconduct.

ARTICLE 11 - NOTICES

All notices shall be made in writing and may be given by personal delivery, by mail, or by facsimile. Such notices sent by mail should be sent to the designated contact person for each Party and addressed as follows:

Los Angeles Department of Water and Power
Director of Water Resources
111 North Hope Street, Room 1460
Los Angeles, California 90012-2607
Attention: Director of Water Resources
Facsimile: (213) 367-1131

Mr. Donald L. Wolfe
Chief Engineer
Los Angeles County Flood Control District
P.O. Box 1460
Alhambra, CA 91802-1460
Facsimile: (626) 458-4022

The parties reserve the right to change the names and/or addresses of the designated contact persons with written notice as provided by this Agreement.

ARTICLE 12 – COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement among the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

ARTICLE 13 - EXECUTION

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officer or official.

**DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES**

Date: _____ By: _____

And: _____
Secretary

**LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT
a body corporate and politic**

Date: _____ By: _____
Chief Engineer

Approved "as to Form"

Date: _____ BY: _____
Principal Deputy County Counsel